

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

WOMBLE BOND DICKINSON (US) LLP

Ericka F. Johnson (NJ #032162007)

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Wilmington, Delaware 19801

Telephone: (302) 252-4337

Email: ericka.johnson@wbd-us.com

Counsel for Ad Hoc Committee of States

In re:

LTL MANAGEMENT LLC,

Debtor.¹

Case No.: 21-30589 (MBK)

Chapter: 11

(Jointly Administered)

Hon. Michael B. Kaplan

**VERIFIED STATEMENT OF THE AD HOC COMMITTEE
OF STATES HOLDING CONSUMER PROTECTION CLAIMS
PURSUANT TO BANKRUPTCY RULE 2019**

Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Womble Bond Dickinson (US) LLP (“Ad Hoc Committee Counsel”), counsel to the Ad Hoc Committee of States Holding Consumer Protection Claims (“Ad Hoc Committee of States”), hereby submits this verified statement (the “Verified Statement”) in the Chapter 11 case (the “Bankruptcy Case”) of LTL Management LLC (the “Debtor”), and in support thereof states as follows:

1. The Ad Hoc Committee of States was initially formed on or about March 15, 2022, and retained Ad Hoc Committee Counsel to represent the Ad Hoc Committee of States in

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

connection with consumer protection claims alleged or asserted by the members of the Ad Hoc Committee of States against the Debtor or predecessors or affiliates of the Debtor under applicable state law.

2. The Ad Hoc Committee of States currently consists of the parties-in-interest set forth in Exhibit A (each a “Member State”). As disclosed on Exhibit A, each Member State is a party-in-interest and holds claims and interests against the Debtor and certain of its non-debtor affiliates that may include, but are not necessarily limited to, unsecured claims in unliquidated amounts and entitlement to equitable and other injunctive relief.

3. The agreement establishing the Ad Hoc Committee of States is attached hereto as Exhibit B.

4. Nothing contained in this Verified Statement (or Exhibits A and B hereto) is intended to, nor should be construed to, constitute (a) a waiver or release of any claims filed or to be filed against, or interests in, the Debtor held by any Member State or any other entity, (b) a waiver of the sovereignty of any state that may be a member of the Ad Hoc Committee of States, (c) a waiver or consent to the jurisdiction of the Bankruptcy Court; or (d) an admission with respect to any fact or legal theory. Nothing herein should be construed as a limitation upon, or waiver of, any rights of any Member State to assert, file and/or amend any proof of claim in accordance with applicable law and any Orders entered in this Bankruptcy Case.

5. Other than as described herein, the Member States and the Ad Hoc Committee of States do not purport to act, represent, or speak on behalf of any other entities in connection with the Bankruptcy Case.

6. The undersigned declares under penalty of perjury that this Verified Statement is true and accurate to the best of her knowledge, information and belief.

7. Ad Hoc Committee Counsel reserves the right to amend or supplement this Amended Verified Statement as necessary, in accordance with Bankruptcy Rule 2019.

Dated: May 10, 2022.

By: /s/ Ericka F. Johnson
Ericka F. Johnson (NJ #032162007)
Womble Bond Dickinson (US) LLP
1313 N. Market Street, Suite 1200
Wilmington, Delaware 19801
Telephone: (302) 252-4337
Email: ericka.johnson@wbd-us.com

Counsel for the Ad Hoc Committee of States

EXHIBIT A

Disposable Economic & Other Interests²

Ad Hoc Committee Member & Address	Claim and/or Interest
Alabama Office of the Alabama Attorney General 501 Washington Avenue Montgomery, AL 36104	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Alaska Alaska Department of Law 1031 West 4 th Ave, Suite 200 Anchorage, AK 99501	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Arizona Office of the Arizona Attorney General 2005 N. Central Ave. Phoenix, AZ 85004	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Arkansas Arkansas Attorney General's Office 323 Center Street, Suite 200 Little Rock, AR 72201	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Colorado Colorado Attorney General's Office 3904 S. Oneida Street Denver, CO 80202	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Connecticut Connecticut Attorney General's Office 165 Capitol Ave., 4 th Floor Hartford, CT 06106	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Delaware Delaware Department of Justice 820 N. French Street, 5 th Floor Wilmington, DE 19801	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Florida Office of the Florida Attorney General 110 SE 6 th Street, 10 th Floor Fort Lauderdale, FL 33301	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Georgia Georgia Attorney General's Office- Consumer Protection Division 2 Martin Luther King, Jr. Drive, Suite 356 Atlanta, GA 30334	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law

² To the best of Ad Hoc Committee Counsel's knowledge, the information herein is accurate as of the date hereof.

Hawaii State of Hawaii, Office of Consumer Protection 235 S. Beretania St., #801 Honolulu, HI 96813	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Idaho Idaho Office of the Attorney General 954 W. Jefferson St., 2 nd Fl, P.O. Box 83720 Boise, ID 83720-0010	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Illinois Office of the Attorney General of the State of Illinois 100 W. Randolph Street Chicago, IL 60601	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Iowa Iowa Attorney General's Office 1305 East Walnut Street, 2 nd Floor Des Moines, IA 50319	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Kansas Kansas Attorney General Consumer Protection Division 120 SW 10 th Ave Topeka, KS 66612	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Kentucky Kentucky Office of the Attorney General 1024 Capitol Center Drive Frankfort, KY 40601	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Maine Office of the Maine Attorney General 6 State House Station Augusta, ME 04333	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Maryland Office of the Attorney General of Maryland 200 St. Paul Place, 16 th Floor Baltimore, MD 21202	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Massachusetts Commonwealth of Massachusetts, Office of the Attorney General One Ashburton Pl. Boston, MA 02108	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Michigan Michigan Attorney General 525 W. Ottawa Street Lansing, MI 48933	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law

Minnesota Minnesota Attorney General's Office 445 Minnesota Street, Suite 1200 St. Paul, MN 55101	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Mississippi Mississippi Attorney General's Office Post Office Box 220 Jackson, MS 39205	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Montana Montana Office of Consumer Protection P.O. Box 200151 Helena, MT 59620-0151	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Nebraska Nebraska Department of Justice- Office of the Attorney General 2115 State Capitol Lincoln, NE 68509	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Nevada Office of the Attorney General of Nevada 100 N. Carson St. Carson City, NV 89701	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
New Hampshire New Hampshire Attorney General's Office 33 Capitol Street Concord, NH 03301	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
New Jersey New Jersey Office of the Attorney General, Division of Law 124 Halsey St. Newark, NJ 07101	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
New York New York State Attorney General 28 Liberty Street New York, NY 10005	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
North Carolina North Carolina Department of Justice, Consumer Protection Division 114 West Edenton Street Raleigh, NC 27603	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
North Dakota Office of Attorney General, State of North Dakota 1720 Burlington Drive, Suite C Bismarck, ND 58504-7736	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law

Ohio Ohio Attorney General's Office Consumer Protection Section 30 East Broad Street, 14 th Floor Columbus, OH 43215	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Oklahoma Oklahoma Attorney General 313 NE 21 st Street Oklahoma City, OK 73105	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Oregon Oregon Department of Justice 100 SW Market St. Portland, OR 97034	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Rhode Island Office of the Attorney General- State of Rhode Island 150 South Main Street Providence, RI 02903	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
South Dakota South Dakota Attorney General's Office 1302 E. Hwy. 14, Ste. 1 Pierre, SD 57501	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Texas Office of the Attorney General of Texas 808 Travis, Suite 1520 Houston, TX 77002	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Utah Utah Attorney General's Office, counsel for the Utah Division of Consumer Protection PO Box 140872 Salt Lake City, UT 84114-0872	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Vermont Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Virginia Office of the Attorney General of Virginia 202 N. 9 th St. Richmond, VA 23219	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Washington Washington Attorney General 800 Fifth Ave #2000 Seattle, WA 98104	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law

Washington, D.C. Office of the Attorney General for the District of Columbia 400 6 th Street, N.W., 10 th Floor Washington, DC 20001	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
West Virginia West Virginia Attorney General's Office 1900 Kanawha Boulevard, East Building 6, Suite 401 State Capitol Complex Charleston, WV 25305	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law
Wisconsin Wisconsin Department of Justice 17 West Main Street Post Office Box 7857 Madison, Wisconsin 53707-7857	Unliquidated Claims Under State Consumer Protection Laws and Potentially Other Applicable State Law

EXHIBIT B

AGREEMENT FORMING AD HOC COMMITTEE OF STATES HOLDING CONSUMER PROTECTION CLAIMS

RECITALS

This agreement dated as of March 15, 2022 (this “Agreement”) forms the Ad Hoc Committee of States Holding Consumer Protection Claims, and provides as follows:

WHEREAS, on or about October 14, 2021 (the “Petition Date”), LTL Management LLC (the “Debtor”) filed a petition under 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Western District of North Carolina, Case No. 21-30589 (JCW), venue over which was subsequently transferred to the Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), Case No. 21-30589 (MBK); and

WHEREAS certain States hold claims for monetary and injunctive relief against the Debtor arising from violations of applicable state consumer protection laws in connection with the sale of talc-containing products (the “Consumer Protection Claims”), which have been the subject of a multi-state investigation of the Debtor (specifically, the Debtor’s predecessor) and its ultimate parent, Johnson & Johnson, Inc. (the “Multi-State Investigation”), and

WHEREAS certain States (which shall include but not be limited to the respective offices of attorneys general, state auditors, comptrollers, and/or other state regulatory agencies of each of the States) (hereinafter the “Members” and each a “Member”) that hold Consumer Protection Claims hereby form the Ad Hoc Committee of States Holding Consumer Protection Claims (the “Ad Hoc Committee”) in connection with the Bankruptcy Case; and

WHEREAS each Member adopts and agrees to be bound by this Agreement as noted by its counterpart signature hereto.

ARTICLE 1: COMMITTEE MEMBERSHIP

1.1 Membership. The Members initially consist of the States identified by their signature pages to this Agreement. Additional States, Commonwealths or Territories may join the Ad Hoc Committee and become Members, with all attendant rights and duties, with the majority consent of the Executive Committee and upon the delivery of their counterpart signatures to this Agreement.

1.2 Resignation. Subject to the obligations of Section 3.5 below, a Member (including an Executive Committee Member) may resign at any time by giving written notice to the Executive Committee (who will promptly inform all Members of the Ad Hoc Committee). Any Member who does not agree to support a Plan in the Bankruptcy Case or other agreement concerning the treatment of the Consumer Protection Claims (a “Settlement”) that the Executive Committee, by majority vote, recommends to the Members shall be deemed to have resigned, effective immediately, from the Ad Hoc Committee.

ARTICLE 2: THE EXECUTIVE COMMITTEE**Creation and Replacement.** An executive committee of the Ad Hoc Committee shall be established consisting of Members previously serving as members of the Executive Committee of the Multi-State Investigation (the “Executive Committee”). It is recognized that Members of the Executive Committee may resign from the Executive Committee (regardless of whether they resign as Members of the Ad Hoc Committee).

Upon the resignation of an Executive Committee Member, the Executive Committee shall

continue to perform all its functions with its reduced number of Members (disregarding such vacancy for purposes of determining a majority). The Executive Committee may replace any resigned Executive Committee Member by a majority vote.

2.2 Executive Committee Duties. The Executive Committee is charged with day-to-day governance of the Ad Hoc Committee, including, without limitation, (i) responsibility for negotiating with the Debtor and other parties-in-interest regarding the treatment of the Consumer Protection Claims as part of a Plan or other Settlement, but the Executive Committee shall not have the authority to enter into any Settlement on behalf of the Ad Hoc Committee or any Member, (ii) communications with the Debtor and other parties-in-interest, (iii) instructions to Legal Counsel¹, (iv) review and approval of invoices received from Legal Counsel, (v) approval of papers and other submissions to the Bankruptcy Court, and (vi) general strategy in connection with the Bankruptcy Case.

2.3 Executive Committee Reporting. The Executive Committee shall regularly report to all Members on proceedings in the Bankruptcy Case that relate to the Consumer Protection Claims, any Plan or other Settlement, and all other matters that may affect the Consumer Protection Claims.

ARTICLE 3: LEGAL COUNSEL

3.1 Retention of Legal Counsel. Contemporaneously with its formation, the Ad Hoc Committee has retained Womble Bond Dickinson (US) LLP (“Womble”) as its legal counsel in connection with the Bankruptcy Case, pursuant to a Legal Services Retention Agreement dated February __, 2022 (the “Womble Retention Agreement”). Contemporaneously with their execution of this Agreement, each Member shall execute the Womble Retention Agreement. Notwithstanding the foregoing, if any Member fails to sign the Womble Retention Agreement, it is bound nonetheless to the terms of the Womble Retention Agreement by its execution of this Agreement while it remains a Member hereunder.

3.2 Replacement Counsel. In the event the Womble Retention Agreement is terminated for any reason, each Member agrees to be bound by the terms of any retention agreement with a replacement law firm selected by the majority of the Executive Committee (such replacement counsel, if any, together with Womble, the “Legal Counsel”) as long as such retention agreement for replacement counsel does not materially modify the obligations, terms or conditions imposed by the Womble Retention Agreement.

3.3 No Individual Retention. Notwithstanding any other provision herein, no Member has, or shall be deemed to have, by virtue of its execution of the Womble Retention Agreement or this Agreement, retained Legal Counsel in such Member’s individual capacity, nor shall any Member be responsible for any fees of or disbursements to Legal Counsel, except as set forth in the Womble Retention Agreement or the retention agreement with any replacement law firm.

3.4 Legal Counsel Reporting. Legal Counsel shall report to and take direction from the Executive Committee, except in circumstances where the Executive Committee directs Legal Counsel to report to the entire Ad Hoc Committee.

3.5 Effect of Resignation. In the event any Member resigns from the Ad Hoc

¹ Capitalized terms used prior to definition shall have the mean ascribed to them elsewhere in the Agreement.

Committee as contemplated by Section 1.2 above, such resigning Member shall (1) be responsible for its pro rata share of the fees for services provided by Legal Counsel under the terms of the Womble Retention Agreement or the retention agreement with any replacement firm up to and until the effective date of such resignation and (2) remain subject to Article 4 of this Agreement.

ARTICLE 4: COMMON INTEREST AND CONFIDENTIALITY

4.1 Common Interest. The Members of the Ad Hoc Committee share a common interest concerning the treatment of the Consumer Protection Claims in the Bankruptcy Case.

4.2 Treatment of Confidential Committee Material. In accordance with their common interest, all (a) information or documents generated by the Ad Hoc Committee (including the Executive Committee), or by the Legal Counsel for the Ad Hoc Committee, or by any Member or counsel to any Member for the use of the Ad Hoc Committee (collectively, "Committee Work Product") and (b) communications among any or all Members in their capacity as such and communications among any or all of the Members and Legal Counsel (collectively, "Committee Communications," and together with Committee Work Product, "Confidential Committee Material"), shall, except as otherwise provided herein and only to the extent permitted by law, (i) be treated as subject to the attorney-client privilege, attorney work-product privilege, deliberative process privilege, or any other legal privilege applicable thereto; (ii) be kept confidential in substantially the same manner as the Member would keep similar internal material; and (iii) not be disclosed without approval of the Ad Hoc Committee in any manner whatsoever.² The Ad Hoc Committee, and not any individual Member, has authority to waive any applicable privilege. This Section shall survive the termination of this Agreement and may be enforced by any affected State, Commonwealth or Territory that was or is a Member.

4.3 Permitted Disclosure. Notwithstanding the foregoing, a Member (or if applicable, the Ad Hoc Committee) may share or disclose any Confidential Committee Material: (a) with other Members in their capacity as a Member; (b) with the Members' professionals, including legal and compliance personnel; (c) with the Member's regulators, attorneys, financial consultants, outside auditors, investment committee members, other professionals, or agents; (d) with third parties, when a Member is obligated to do so by court order, judicial process, regulatory proceeding, upon a legally valid request of any state legislative body, or under a state's public records laws or freedom of information laws, with each such exception to be consistent with and subject to all laws and regulations pertaining to non-public information including public securities laws. If a Member is served with a subpoena or other process or request seeking or requiring disclosure of Confidential Committee Material, such Member shall provide written notice to Legal Counsel prior to such disclosure, cooperate with Legal Counsel to respond to the request or process, and take all reasonable and necessary steps to prevent or restrict disclosure, to the extent permitted by law.

² For the avoidance of doubt, Confidential Committee Material shall not include information (i) that was in the possession of a Member on a non-confidential basis prior to the receipt of such information in its capacity as a Member, (ii) that is separately received on a non-confidential basis by a Member in a separate capacity, (iii) that is or becomes generally available to the public other than as a result of a breach of this Agreement, or (iv) that becomes independently available to a Member by other means so long as the Member's receipt of such information is not governed, to such Member's knowledge, by any other confidentiality provisions or agreements.

ARTICLE 5: GENERAL PROVISIONS

5.1 Governing Law and Jurisdiction. This Agreement shall be governed by, interpreted under, and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws principles of that State. However, all issues of law relating to the governmental authority, the sovereign immunity and/or the liability of a Member, acting by and through its Attorney General, shall be resolved and enforced in accordance with the law of the state of such Member, without resort to any jurisdiction's conflicts of law principles or rules. Nothing in this Agreement shall be construed as a waiver of any Member's right to be subject to suit only in its own courts. Further, each Member, its Attorney General, and its officers, agents, and employees shall be subject to no liability or obligation arising out of this Agreement that would not be recognized and enforced against them by its own courts.

5.2 No Waiver. The failure to insist on the strict performance of this Agreement shall not constitute waiver of any breach of this Agreement.

5.3 Invalidity. If any provision of this Agreement or its application to any Member, persons or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.4 Headings. Section headings are for convenience only and shall not be used to interpret the scope or intent of this Agreement.

5.5 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes the parties' prior proposals, agreements, arrangements, and other communications with request to the subject matter of this Agreement.

5.6 Amendment. No amendment of this Agreement shall be effective and binding unless it is in writing and is signed by duly authorized representatives of each of the Members of the Ad Hoc Committee.

5.7 Signatories. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each signatory represents and warrants that such signatory has authority to enter into this Agreement and is acting in an official capacity. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute acceptable binding signatures for purposes of this Agreement, and facsimile or electronic copies shall be deemed to constitute duplicate originals. Delivery of an executed counterpart of a signature page to this Agreement by scanned attachment to an email shall be as effective as delivery of a manually executed counterpart of a signature page of this Agreement.

STATE OF ALABAMA

By: Tina Coker Hammonds

Dated: 16 Mar 22

Tina Coker Hammonds
Name

Assistant Attorney General
Title

Alabama Attorney General's Office
Organization

STATE OF ALASKA

By:



Dated:

3/15/22

John Haley

Name

Assistant Attorney General

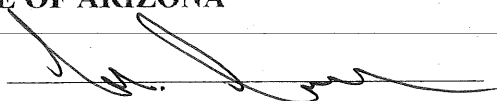
Title

Alaska Department of Law

Organization

STATE OF ARIZONA

By:



Dated: 03/04/2022

Mitchell Allee

Name

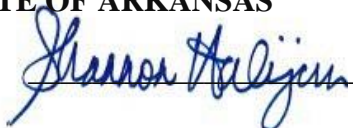
Senior Litigation Counsel

Title

Arizona Attorney General's Office
Organization

STATE OF ARKANSAS

By:



Dated: 3/18/2022

Shannon Halijan

Name

Deputy Attorney General

Title

Office of the Arkansas Attorney General

Organization

STATE OF COLORADO

By: Mark T. Bailey Dated: 3/9/22

Mark T. Bailey
Name

Senior Assistant Attorney General II
Title

Colorado Dept of Law
Organization

STATE OF CONNECTICUT

By: /s/ *Brendan T. Flynn* Dated: 03/16/2022
Brendan T. Flynn
Assistant Attorney General
Office of the Attorney General
State of Connecticut

STATE OF DELAWARE

By:

Ryan T. Costa

Dated: 3/15/2022

Ryan T. Costa

Name


Deputy Director of Consumer Protection

Title

Delaware Department of Justice

Organization

STATE OF FLORIDA

By: 

Date: 3/15/2022

Diane Oates
Senior Assistant Attorney General
Multistate and Privacy Bureau
Florida Office of the Attorney General

STATE OF GEORGIA

By: Christine E. Hom (HS)

Dated: April 19, 2022

Christine E. Hom
Name

Assistant Attorney General
Title

Georgia Department of Law – Consumer Protection Unit
Organization

STATE OF HAWAII OFFICE OF CONSUMER PROTECTION

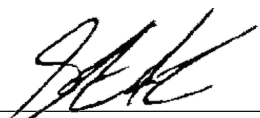
By: _____ Dated: 3/11/22_____

Lisa P. Tong

Enforcement Attorney

STATE OF IDAHO

By:

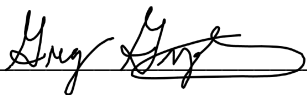


Dated: 3/8/2022

SHANTEL CHAPPLE KNOWLTON

Deputy Attorney General
Consumer Protection Division
Office of the Idaho Attorney General
954 W. Jefferson St.
P.O. Box 83720
Boise, ID 83720-0010
(208) 334-4543
shantel.knowlton@ag.idaho.gov

STATE OF ILLINOIS

By: 

Dated: 2/28/2022

Greg Grzeskiewicz

Name

Bureau Chief

Title

Office of the Attorney General of the State of Illinois

Organization

STATE OF IOWA

By:

Amy L

Dated:

3-11-22

Amy Licht

Name

Assistant Attorney General

Title

Iowa Attorney General

Organization

STATE OF KANSAS

By: /s/Christopher Teters Dated: 3/16/2022

Christopher Teters
Name

Assistant Attorney General
Title

Kansas Attorney General's Office
Organization

COMMONWEALTH OF KENTUCKY

By: 

Dated: March 15, 2022

Matthew Cocanougher
Name

Assistant Attorney General
Title

Kentucky Office of the Attorney General
Office of Consumer Protection
Organization

STATE OF MAINE

By:



Dated: March 15, 2022

Linda Conti

Name

Assistant Attorney General

Title

Office of the Maine Attorney General

Organization

**CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL OF MARYLAND**

By:



Dated: March 10, 2022

Lauren Calia
Senior Assistant Attorney General
Consumer Protection Division
Office of the Attorney General of Maryland

STATE OF MASSACHUSETTS

By: Michael Wong

Dated: MARCH 15, 2022

Michael Wong
Name

Assistant Attorney General, Health Care Division
Title

Massachusetts Office of the Attorney General
Organization

STATE OF MICHIGAN

By: Carl J. Hamaker

Dated: 3/25/2022

Carl Hammaker

Name

Assistant Attorney General

Title

Michigan Department of Attorney General

Organization

STATE OF MINNESOTA

By: /s/ **Evan Romanoff**

Dated: March 9, 2022

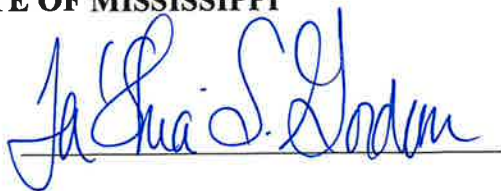
Name: Evan Romanoff

Title: Assistant Attorney General

Organization: Minnesota Attorney General's Office

STATE OF MISSISSIPPI

By:



Dated:

3/15/2022

Ta'Shia S. Gordon

Name

Special Assistant Attorney General

Title

Office of the Mississippi Attorney General

Organization

STATE OF MONTANA

By: 

Dated: 3-16-2022

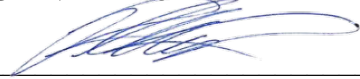
Joshua Pierson
Name

Assistant Attorney General
Title

Office of Consumer Protection
Organization

STATE OF NEBRASKA

By: _____



Dated: 3/16/2022

Philip D. Carlson
Chief, Consumer Protection Division
Office of the Attorney General
2115 State Capitol
Lincoln, NE 68509-8920
(402) 471-2811
Phil.Carlson@nebraska.gov

STATE OF NEVADA

By:

Sheri Ann Forbes

Dated:

3/16/2022

Sheri Ann Forbes

Name

Senior Deputy Attorney General

Title

Nevada Attorney General's Office

Organization

STATE OF NEW HAMPSHIRE

By:

John M. Furmella

Dated:

3/16/22

John M. Furmella

Name

Attorney General

Title

NH Department of Justice

Organization

STATE OF NEW JERSEY

By: Patricia Schimpf

Dated: 3/16/22

Patricia Schimpf
Name

Deputy Attorney General
Title

NJ Office of the Attorney General
Organization

STATE OF NEW YORK

By: Jane M. Azia

Dated: March 16, 2022

Jane M. Azia
Name

Bureau Chief, Consumer Frauds and Protection
Title

New York State Attorney General's Office
Organization

STATE OF NORTH CAROLINA

By: /s/ Jonathan R. Marx

Dated: 02/25/2022

Jonathan R. Marx
Name

Special Deputy Attorney General
Title

North Carolina Department of Justice
Organization

STATE OF NORTH DAKOTA

By: Elin S. Alm

Dated: 3/8/2022

Elin S. Alm
Name

Assistant Attorney General
Title

Office of Attorney General of North Dakota
Organization

STATE OF OHIO



By: _____

Dated: March 1, 2022

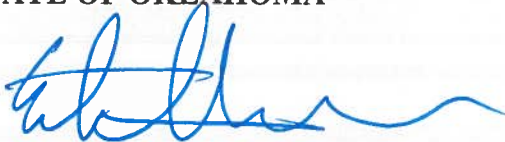
Michael S. Ziegler
Name

Principal Assistant Attorney General
Title

Ohio Attorney General's Office
Organization

**JOHN M. O'CONNOR
ATTORNEY GENERAL FOR
THE STATE OF OKLAHOMA**

By:



Dated: March 16, 2022

Ethan Shaner, OBA #30916
Deputy Attorney General
Oklahoma Office of the Attorney General
313 N.E. 21st Street
Oklahoma City, OK 73105
Telephone: (405) 521-3921
Fax: (405) 522-0085
Email: Ethan.Shaner@oag.ok.gov

STATE OF [INSERT NAME] Oregon

By: David Hart

Dated: 3/4/02

Name

Assistant Attorney in Charge
Title

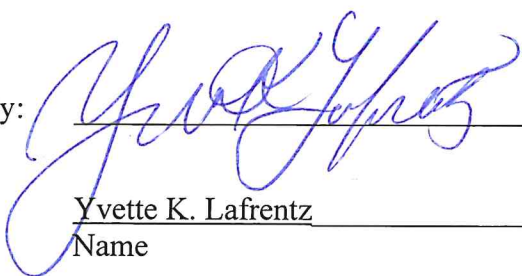
Oregon Department of Justice
Organization

STATE OF RHODE ISLAND

By: /s/ Stephen N. Provazza Date: March 16, 2022

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Special Assistant Attorney General
SProvazza@riag.ri.gov
Rhode Island Office of the Attorney General
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STATE OF SOUTH DAKOTA

By: 

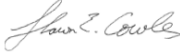
Yvette K. Lafrentz
Name

Dated: 3/17/2022

Assistant Attorney General
Title

South Dakota Office of Attorney General – Consumer Protection Division
Organization

STATE OF TEXAS

By: 

Dated: 03/15/2022

Shawn E. Cowles

Name

Deputy Attorney General for
Civil Litigation

Title

Office of the Attorney General - Texas
Organization

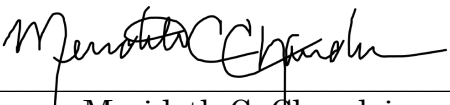
STATE OF UTAH

By: _____

Dated: March 24, 2022

Kevin McLean
Assistant Attorney General
Utah Attorney General's Office

STATE OF VERMONT

By: _____

Date: March 16, 2022

Merideth C. Chaudoir,
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**COMMONWEALTH OF VIRGINIA,
EX REL. JASON S. MIYARES,
ATTORNEY GENERAL**

By: 

Dated: March 14, 2022

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Name

Assistant Attorney General/Unit Manager
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Office of the Attorney General of Virginia
Organization

STATE OF WASHINGTON

By: s/ Seann Colgan

Dated: March 9, 2022

Seann Colgan
Name

Litigation Section Chief, Consumer Protection Division
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Washington State Office of the Attorney General
Organization

DISTRICT OF COLUMBIA

By: /s/ Gary M. Tan

Dated: March 29, 2022

Gary. M. Tan
Name

Assistant Attorney General
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Office of the Attorney General for the District of Columbia
Organization

STATE OF WEST VIRGINIA

By:

Melissa L. Alder

Dated:

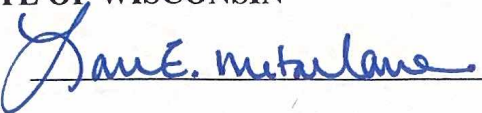
03/16/2022

Melissa L. Alder
Name

Assistant Attorney General
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West Virginia Attorney General's Office
Organization

STATE OF WISCONSIN

By: 

Dated: March 15, 2022

Laura E. McFarlane
Name

Assistant Attorney General
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Wisconsin Department of Justice
Organization